

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PL

NEW YORK, N. Y. 10005

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TELEX

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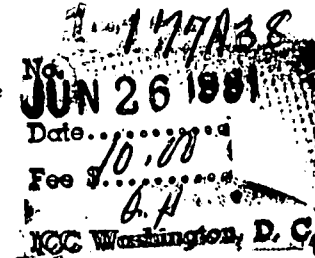
CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

INTERSTATE COMMERCE COMMISSION



WHITE COVER

June 25, 1981

Amendment Agreement No. 2 Dated as of May 1, 1981  
Amending Lease Filed under Recordation No. 12017-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of General American Transportation Corporation for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of May 1, 1981, among General American Transportation Corporation, as Lessee and as Builder, The Connecticut Bank and Trust Company, as Trustee, Public Employee's Retirement Association of Colorado, as Investor and Westinghouse Credit Corporation, as Owner.

Amendment Agreement No. 2 amends a Lease of Railroad Equipment dated as of July 1, 1980, previously filed and recorded with the Interstate Commerce Commission on July 18, 1980, at 1:30 p.m., Recordation Number 12017-B, and an Amendment Agreement dated as of October 15, 1980, previously filed and recorded with the Interstate Commerce Commission on October 29, 1980, at 3:35 p.m., Recordation Number 12017-B.

RALPH L. MCAFEE  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER

COUNSEL  
MAURICE T. MOORE  
CARLYLE E. MAW

ROSWELL L. GILPATRICK  
ALBERT R. CONNELLY  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
FRANK H. DETWEILER  
GEORGE O. TYLER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
WILLIAM B. MARSHALL  
ROYALL VICTOR  
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75006 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
TELEX: 8614901

Miss Lee -  
The one is  
12017-E

Counterpart - Cindy Returns

RECEIVED  
JUN 26 2 08 PM '81  
INTERSTATE COMMERCE COMMISSION

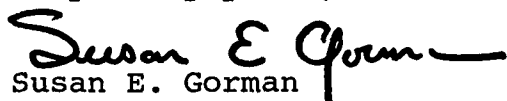
Amendment Agreement No. 2 amends the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

Please file and record Amendment Agreement No. 2 submitted with this letter and assign it Recordation Number 12017-E.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for Amendment Agreement No. 2.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,



Susan E. Gorman  
as Agent for General American  
Transportation Corporation.

Ms. Agatha L. Mergenovich,  
Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Susan E. Gorman  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, New York 10005

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/26/81 at 2:15PM, and assigned re-recording number(s). 12017-E, & 12249-E

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 12017-E  
JUN 26 1981 2:15 PM  
INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 3909-037]

*75 Nov*

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 1980 (the "Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of October 15, 1980 ("Amendment Agreement No. 1"), to delete 13 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017-B and 12017-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1980, at 3:35 p.m., and was assigned recordation number 12017-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.451616% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.492173% is substituted therefor.

2. The "Renewal Option Rental Factor" of 2.225808% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.246087% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,


by



Treasurer

[Corporate Seal]

Attest:

  
 Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

Assistant Executive Secretary

[Seal]

Attest:

Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

STATE OF ILLINOIS,) )  
COUNTY OF COOK, ) ss.:

On this 15<sup>th</sup> day of May 1981, before me personally appeared A.S. Aitschul, to me personally known, who being by me duly sworn, says that he is a Treasurer of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Susan M. Campbell  
Notary Public

[Notarial Seal]

My Commission Expires 12-8-84

STATE OF COLORADO, )  
 ) ss.:  
COUNTY OF DENVER, )

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is a                    of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

## My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of May 1981, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires



INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Corporate Seal]

Attest:  
  
\_\_\_\_\_

Lease of Railroad Equipment

## SCHEDULE B

## CASUALTY VALUE PERCENTAGE SCHEDULE

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/81	86.0199
7/5/81	86.8504
1/5/82	87.6968
7/5/82	88.1996
1/5/83	88.9020
7/5/83	89.3756
1/5/84	89.6532
7/5/84	89.7143
1/5/85	89.5693
7/5/85	89.2175
1/5/86	88.6747
7/5/86	87.9371
1/5/87	87.0247
7/5/87	85.9285
1/5/88	84.6788
7/5/88	83.2588
1/5/89	81.7082
7/5/89	80.0081
1/5/90	78.2089
7/5/90	76.3027
1/5/91	74.2876
7/5/91	72.1675
1/5/92	69.9903
7/5/92	67.7275
1/5/93	65.4529
7/5/93	63.1222
1/5/94	60.8193
7/5/94	58.4844
1/5/95	56.1848
7/5/95	53.8273
1/5/96	51.4244
7/5/96	48.9320
1/5/97	46.3853
7/5/97	43.7472

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/98	41.0499
7/5/98	38.2587
1/5/99	35.4081
7/5/99	32.4617
1/5/00	29.4563
7/5/00	26.3537
1/5/01	23.1936
7/5/01	22.1817
1/5/02	21.2472
7/5/02	20.2885
1/5/03	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the Investment Tax Credit (as defined in Section 17 relating to certain tax indemnities) as applicable. If a Unit shall suffer a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit and the Owner shall be required to recapture all or a portion of the Investment Tax Credit by virtue of such Casualty Occurrence, the amount determined from Schedule I shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	19.5579
Fifth	13.0393
Seventh	6.5186

Lease of Railroad Equipment

## SCHEDULE C

## TERMINATION VALUE PERCENTAGE SCHEDULE

<u>Termination Date</u>	<u>Percentage</u>
1/5/88	89.0581
7/5/88	87.4587
1/5/89	85.2405
7/5/89	83.3413
1/5/90	80.8029
7/5/90	78.6871
1/5/91	75.9503
7/5/91	73.6111
1/5/92	70.7365
7/5/92	68.2499
1/5/93	65.3076
7/5/93	62.7511
1/5/94	59.8073
7/5/94	57.2460
1/5/95	54.3438
7/5/95	51.7566
1/5/96	48.7802
7/5/96	46.0515
1/5/97	42.9611
7/5/97	40.0794
1/5/98	36.8701
7/5/98	33.8273
1/5/99	30.7099
7/5/99	27.4806
1/5/00	24.1753
7/5/00	20.7547
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 1980 (the "Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of October 15, 1980 ("Amendment Agreement No. 1"), to delete 13 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017-B and 12017-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1980, at 3:35 p.m., and was assigned recordation number 12017-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.451616% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.492173% is substituted therefor.

2. The "Renewal Option Rental Factor" of 2.225808% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.246087% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

Kenneth E. Pelt  
Assistant Executive Secretary

[Seal]

Attest:

Carl S. Mickerson  
Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF ILLINOIS, )  
COUNTY OF COOK, ) ss.:

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is a                    of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

**Notary Public**

[Notarial Seal]

## My Commission Expires

STATE OF COLORADO, )  
 ) SS.:  
COUNTY OF DENVER, )

On this 29th day of May 1981, before me personally appeared Kenneth E. Peterson, to me personally known, who being by me duly sworn, says that he is a Assistant Executive Secretary of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

## My Commission Expires

July 18, 1984



STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of May 1981, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Notarial Seal]  
My Commission Expires

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

[Corporate Seal]

Attest:

\_\_\_\_\_

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Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

[Corporate Seal]

Attest:

\_\_\_\_\_

Lease of Railroad Equipment

## SCHEDULE B

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Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the Investment Tax Credit (as defined in Section 17 relating to certain tax indemnities) as applicable. If a Unit shall suffer a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit and the Owner shall be required to recapture all or a portion of the Investment Tax Credit by virtue of such Casualty Occurrence, the amount determined from Schedule I shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
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Lease of Railroad Equipment

## SCHEDULE C

## TERMINATION VALUE PERCENTAGE SCHEDULE

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7/5/93	62.7511
1/5/94	59.8073
7/5/94	57.2460
1/5/95	54.3438
7/5/95	51.7566
1/5/96	48.7802
7/5/96	46.0515
1/5/97	42.9611
7/5/97	40.0794
1/5/98	36.8701
7/5/98	33.8273
1/5/99	30.7099
7/5/99	27.4806
1/5/00	24.1753
7/5/00	20.7547
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

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WHEREAS the parties hereto have entered into an Amendment Agreement dated as of October 15, 1980 ("Amendment Agreement No. 1"), to delete 13 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017-B and 12017-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1980, at 3:35 p.m., and was assigned recordation number 12017-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.451616% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.492173% is substituted therefor.

2. The "Renewal Option Rental Factor" of 2.225808% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.246087% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary



PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

Assistant Executive Secretary

[Seal]

Attest:

Assistant Executive Secretary

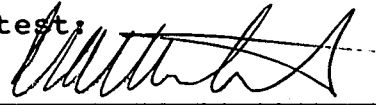
THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

  
Authorized Officer

[Corporate Seal]

Attest:

  
Authorized Officer

STATE OF ILLINOIS,) )  
 ) ss.:  
 COUNTY OF COOK, )

On this            day of May 1981, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is a            of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF COLORADO,) )  
 ) ss.:  
 COUNTY OF DENVER, )

On this            day of May 1981, before me personally appeared            , to me personally known, who being by me duly sworn, says that he is a            of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

---

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
 COUNTY OF HARTFORD, )

On this 12<sup>th</sup> day of May 1981, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Carol Lee Shattuck*  
 Notary Public

[Notarial Seal]

My Commission Expires

CAROL LEE SHATTUCK  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES MARCH 31, 1985

CAROL LEE SHATTUCK  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES MARCH 31, 1985

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

[Corporate Seal]

Attest:

\_\_\_\_\_

Lease of Railroad Equipment

## SCHEDULE B

## CASUALTY VALUE PERCENTAGE SCHEDULE

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/81	86.0199
7/5/81	86.8504
1/5/82	87.6968
7/5/82	88.1996
1/5/83	88.9020
7/5/83	89.3756
1/5/84	89.6532
7/5/84	89.7143
1/5/85	89.5693
7/5/85	89.2175
1/5/86	88.6747
7/5/86	87.9371
1/5/87	87.0247
7/5/87	85.9285
1/5/88	84.6788
7/5/88	83.2588
1/5/89	81.7082
7/5/89	80.0081
1/5/90	78.2089
7/5/90	76.3027
1/5/91	74.2876
7/5/91	72.1675
1/5/92	69.9903
7/5/92	67.7275
1/5/93	65.4529
7/5/93	63.1222
1/5/94	60.8193
7/5/94	58.4844
1/5/95	56.1848
7/5/95	53.8273
1/5/96	51.4244
7/5/96	48.9320
1/5/97	46.3853
7/5/97	43.7472

<u>Rental Payment Date</u>	<u>Percentage</u>
1/5/98	41.0499
7/5/98	38.2587
1/5/99	35.4081
7/5/99	32.4617
1/5/00	29.4563
7/5/00	26.3537
1/5/01	23.1936
7/5/01	22.1817
1/5/02	21.2472
7/5/02	20.2885
1/5/03	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the Investment Tax Credit (as defined in Section 17 relating to certain tax indemnities) as applicable. If a Unit shall suffer a Casualty Occurrence on or before the third, fifth and seventh anniversary of the date of delivery and acceptance of such Unit and the Owner shall be required to recapture all or a portion of the Investment Tax Credit by virtue of such Casualty Occurrence, the amount determined from Schedule I shall be increased by the applicable percentage of the Purchase Price set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
Third	19.5579
Fifth	13.0393
Seventh	6.5186

Lease of Railroad Equipment

## SCHEDULE C

## TERMINATION VALUE PERCENTAGE SCHEDULE

<u>Termination Date</u>	<u>Percentage</u>
1/5/88	89.0581
7/5/88	87.4587
1/5/89	85.2405
7/5/89	83.3413
1/5/90	80.8029
7/5/90	78.6871
1/5/91	75.9503
7/5/91	73.6111
1/5/92	70.7365
7/5/92	68.2499
1/5/93	65.3076
7/5/93	62.7511
1/5/94	59.8073
7/5/94	57.2460
1/5/95	54.3438
7/5/95	51.7566
1/5/96	48.7802
7/5/96	46.0515
1/5/97	42.9611
7/5/97	40.0794
1/5/98	36.8701
7/5/98	33.8273
1/5/99	30.7099
7/5/99	27.4806
1/5/00	24.1753
7/5/00	20.7547
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000

AMENDMENT AGREEMENT No. 2 dated as of May 1, 1981, among GENERAL AMERICAN TRANSPORTATION CORPORATION (hereinafter sometimes called the "Lessee" or the "Builder"), THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but solely as trustee (the "Trustee") for WESTINGHOUSE CREDIT CORPORATION (the "Owner"), and PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO (the "Investor").

WHEREAS the Trustee and the Lessee have entered into a Lease of Railroad Equipment dated as of July 1, 1980 (the "Lease");

WHEREAS the Trustee and the Investor have entered into an Assignment of Lease and Agreement dated as of July 1, 1980 (the "Lease Assignment");

WHEREAS the parties hereto have entered into an Amendment Agreement dated as of October 15, 1980 ("Amendment Agreement No. 1"), to delete 13 units of equipment;

WHEREAS the Lease and the Lease Assignment were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017-B and 12017-C, respectively;

WHEREAS Amendment Agreement No. 1 was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 29, 1980, at 3:35 p.m., and was assigned recordation number 12017-D;

WHEREAS the Owner has authorized and instructed the Trustee to execute Amendment Agreement No. 2 as evidenced by its instruction attached hereto; and

WHEREAS the parties hereto desire to amend the Lease to adjust the rental factors and to increase the Termination and Casualty Value percentages.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The "Semi-Annual Lease Factor" of 4.451616% appearing in § 3 of the Lease, paragraph 1 is hereby deleted and 4.492173% is substituted therefor.



2. The "Renewal Option Rental Factor" of 2.225808% appearing in § 13 of the Lease, paragraph 1 is hereby deleted and 2.246087% is substituted therefor.

3. Schedule B to the Lease is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Schedule C to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. The Lease Assignment is hereby amended to permit the aforesaid amendment to the Lease as though originally set forth therein.

6. The Lessee will promptly cause Amendment Agreement No. 2 to be filed in accordance with the provisions of § 15 of the Lease.

7. Except as amended hereby the Lease and the Lease Assignment shall remain unaltered and in full force and effect.

8. The terms of Amendment Agreement No. 2 and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. Amendment Agreement No. 2 may be executed in any number of counterparts, and such counterparts together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties if each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

GENERAL AMERICAN TRANSPORTATION  
CORPORATION,

by

[Corporate Seal]

\_\_\_\_\_  
Treasurer

Attest:

\_\_\_\_\_  
Assistant Secretary

PUBLIC EMPLOYEES' RETIREMENT  
ASSOCIATION OF COLORADO,

by

\_\_\_\_\_  
Assistant Executive Secretary

[Seal]

Attest:

\_\_\_\_\_  
Assistant Executive Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee  
as aforesaid,

by

\_\_\_\_\_  
Authorized Officer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Authorized Officer

STATE OF ILLINOIS, )  
 ) ss.:  
COUNTY OF COOK, )

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is a                    of GENERAL AMERICAN TRANSPORTATION CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

**Notary Public**

[Notarial Seal]

## My Commission Expires

STATE OF COLORADO, )  
 ) ss.:  
COUNTY OF DENVER, )

On this                    day of May 1981, before me personally appeared                    , to me personally known, who being by me duly sworn, says that he is a                    of PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF COLORADO, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

## My Commission Expires

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this            day of May 1981, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission Expires

INSTRUCTION OF OWNER TO TRUSTEE

The Connecticut Bank and  
Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

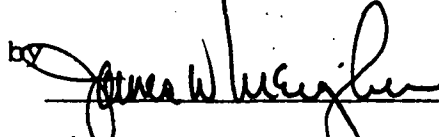
Attention of Corporate Trust Department.

Dear Sirs:

Reference is made to a Trust Agreement dated as of July 1, 1980, between the undersigned and you, as Trustee (the "Trust Agreement"). We instruct you to enter into Amendment Agreement No. 2 dated as of May 1, 1981, amending the Lease and the Lease Assignment (as each is defined in the Trust Agreement) in the form to which this instruction is attached.

Very truly yours,

WESTINGHOUSE CREDIT CORPORATION,

by  \_\_\_\_\_

Title: Manager, Leveraged Leasing

Date: \_\_\_\_\_

6/17/81

[Corporate Seal]

Attest: \_\_\_\_\_



Assistant Secretary

Lease of Railroad Equipment

## SCHEDULE B

## CASUALTY VALUE PERCENTAGE SCHEDULE

Table 1

<u>Rental Payment Date</u>	<u>Percentage</u>
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1/5/91	74.2876
7/5/91	72.1675
1/5/92	69.9903
7/5/92	67.7275
1/5/93	65.4529
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7/5/96	48.9320
1/5/97	46.3853
7/5/97	43.7472

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7/5/98	38.2587
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1/5/00	29.4563
7/5/00	26.3537
1/5/01	23.1936
7/5/01	22.1817
1/5/02	21.2472
7/5/02	20.2885
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Table 2

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<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Purchase Price</u>
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Fifth	13.0393
Seventh	6.5186

Lease of Railroad Equipment

## SCHEDULE C

## TERMINATION VALUE PERCENTAGE SCHEDULE

<u>Termination Date</u>	<u>Percentage</u>
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7/5/90	78.6871
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1/5/99	30.7099
7/5/99	27.4806
1/5/00	24.1753
7/5/00	20.7547
1/5/01	20.0000
7/5/01	20.0000
1/5/02	20.0000
7/5/02	20.0000
1/5/03	20.0000